



Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

#6
PATENT
4/8/04

Re: Attorney Docket No. Chen 10-13-24

RECEIVED

APR 07 2004

Technology Center 2600

Applicant/Patent Owner: Legerity, Inc.

Application No./Patent No.: 10/017,883 Filed/Issued Date: 12/13/2001

Entitled: Frequency-Dependent Impedance Synthesis for DSL Interface Circuits

Legerity, Inc. Corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

States that it is:

1. the assignee of the entire right, title, and interest; or
2. an assignee of less than the entire right, title, and interest.
The extent (by, percentage) of its ownership interest is _____ %

In the patent application/patent identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel ___, Frame ___, or for which a copy thereof is attached.

OR

B. A Chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: Inventor(s) To: Agere Systems Inc.
The document was recorded in the United States Patent and Trademark Office at Reel 012388, Frame 0544, or for which a copy thereof is attached.
2. From: Agere Systems Inc. To: Legerity Inc.
The document was recorded in the United States Patent and Trademark Office at Reel ___, Frame ___, or for which a copy thereof is attached.
3. From: _____ To: _____
The document was recorded in the United States Patent and Trademark Office at Reel ___, Frame ___, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other document in the chain of title are attached.

[Note: A separate copy (i.e., the original assignment document or a true copy of the original documents) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Respectfully submitted,

Date: 3/31/04

Customer No. 22186
Mendelsohn & Associates, P.C.
1515 Market Street, Suite 715
Philadelphia, Pennsylvania 19102


Yuri Gruzdkov
Registration No. 50,762
Agent for Assignee
(215) 557-8544



[EXECUTION COPY]

INTELLECTUAL PROPERTY AGREEMENT

By and between

RECEIVED

APR 07 2004

Technology Center 2600

AGERE SYSTEMS INC.

And

LEGERITY, INC.

Dated as of September 30, 2002

TABLE OF CONTENTS

Article 1	Definitions
Article 2	Assignment Of Patents
Article 3	Patent License
Article 4	Technology License
Article 5	Assignment of Technical Information and Software
Article 6	No Trademark License
Article 7	General Provisions
Article 8	Notices
Article 9	Export Control
Article 10	Term And Termination
Article 11	Assignability and Sublicensing
Article 12	Warranties and Covenants
Exhibit A	Submissions, Applications, and Patents to be Assigned
Exhibit B	Assigned Technical Information
Exhibit C	Assigned Software and Licensed Software
Exhibit D	Roadmap

INTELLECTUAL PROPERTY AGREEMENT

This Intellectual Property Agreement, dated as of September 30, 2002 (this "Agreement"), is by and between Agere Systems Inc. ("Seller" or "Agere"), a Delaware corporation having an office at Lehigh Valley Central Campus, 1110 American Parkway NE, Allentown, PA 18109-9138 on behalf of itself and its Affiliates, and Legerity, Inc. ("Buyer"), a Delaware Corporation, having an office at 4509 Freidrich Lane, M/S 314, Austin, TX 78744.

RECITALS

A. WHEREAS, this Agreement is provided as Exhibit B to a certain Asset Purchase Agreement dated June 21, 2002 (the "Purchase Agreement") entered into by and between Seller and Buyer pursuant to which Seller is selling and Buyer is acquiring certain Purchased Assets, as that term is defined in the Purchase Agreement. This Agreement is executed upon the signing by all Parties and shall become effective concurrent with and on the Closing Date of the Purchase Agreement (the "Effective Date");

B. WHEREAS, this Agreement is intended by the parties to address, among other things, the Intellectual Property rights either included in the Purchased Assets or licensed to Buyer;

C. WHEREAS, in connection with the sale and purchase of the VIS Business, Seller agrees to assign certain Intellectual Property rights to Buyer and to license certain Intellectual Property rights to Buyer, in each case in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained and intending to be legally bound thereby, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement but not defined herein shall have the meaning ascribed to them in the Purchase Agreement.

1.01 "Agere Patents" shall mean every patent (including utility models but excluding design patents and design registrations) owned by Agere and issued on or claiming priority from an application filed prior to ninety (90) days after the Closing Date in any country of the world, with respect to which and to the extent that Agere has a right, as of the date of execution of this Agreement, to grant the licenses granted herein.

1.02 "Agere Software" shall mean all software (including Object Code, Source Code and Documentation) owned by Agere and used prior to or as of the Closing Date within the VIS Business.

1.03 "Assigned Software" shall mean that subset of Agere Software used prior to or as of the Closing Date exclusively within the VIS Business, including, but not limited to, the software listed in Exhibit C – Item A attached hereto.

1.04 "Assigned Technical Information" shall mean all technical and commercial information, data and documents of whatever kind, including trade secrets, drawings, specifications, photographs, samples, models, processes, procedures, reports and correspondence, including the underlying copyright in works of authorship (other than Assigned Software) embodying the foregoing, all of which are used exclusively in the VIS Business and which are owned by Agere, including, but not limited to, wafer fabrication process instructions, methods, know-how, histories and critical parameters, technical information on device packages and packaging processes (including multi-chip assemblies) and technical information on product burn-in quality assurance methods and histories.

1.05 "Code" shall mean Object Code and Source Code of the Assigned Software previously or currently used in the VIS Business as of the Closing Date.

1.06 "Derivative Work" shall mean any work that is based, in whole or in part, upon one or more pre-existing works, such as a revision, modification, translation, abridgment, condensation, expansion or any other form in which such pre-existing works may be recast, transformed or adopted and which, if prepared without authorization of the owner of the copyright in such pre-existing work, would constitute a copyright infringement. For purposes of this Agreement, a Derivative Work shall also include any compilation that incorporates such a pre-existing work.

1.07 "Documentation" shall mean all information in human and/or machine-readable form, relating to Code, including but not limited to user manuals and materials useful for design (for example, logic manuals, flow charts, and principles of operation).

1.08 "Licensed Software" shall mean that subset of Agere Software used within, but not exclusively within, the VIS Business prior to or as of the Closing Date, including, but not limited to, the software listed in Exhibit C – Item B attached hereto.

1.09 "Licensed Technical Information" shall mean any and all trade secrets owned by Agere and used in the VIS Business, but not solely in the VIS Business, as of the Closing Date.

1.10 "Object Code" shall mean code in machine-readable form generated by compilation, assembly or other translation of Source Code and contained in a medium which permits it to be loaded into and operated on by a computer.

1.11 "Licensed Field" means the manufacture, use, sale, offer for sale, importation of voice, derived voice or line driver circuits, Line Card Access Switch (LCAS) devices and

solid-state relays, but excluding circuits relating to internet telephony, voice processing or vo-coding digital signal processors other than products for voice or derived voice markets, line driver, LCAS or solid-state relay devices made or sold by the VIS Business on or prior to the Closing Date or products as specified in the road map attached in Exhibit D (which includes specified products having echo cancellation and voice compression techniques), and improvements and modifications thereto made after the Closing Date.

1.12 "Source Code" shall mean code in any programming language contained in any format, including human and machine-readable formats, such code including all comments and procedural code plus all related development documents such as, but not limited to, flow charts, schematics, statements of principles of operations or any other specifications.

1.13 "Subsidiary" of a company means a corporation or other legal entity (i) greater than fifty percent (50%) of whose shares or other securities entitled to vote for election of directors (or other managing authority) is now or hereafter controlled by such company either directly or indirectly; or (ii) which does not have outstanding shares or securities but greater than fifty percent (50%) of whose ownership interest representing the right to manage such corporation or other legal entity is now or hereafter owned and controlled by such company either directly or indirectly; but any such corporation or other legal entity shall be deemed to be a Subsidiary of such company only as long as such control or ownership and control exists.

ARTICLE 2 ASSIGNMENT OF PATENTS

2.01 Agere hereby irrevocably transfers and assigns all patents, patent applications, and invention submissions identified on Exhibit A of this Agreement, including any continuations, re-issues and any corresponding counterpart foreign patent applications and foreign patents issuing thereon (the "Assigned Patents"), to Buyer, subject to all prior agreements and prior commitments of Agere and its Subsidiaries to third parties entered into prior to the Closing Date. Buyer grants to Agere and its Subsidiaries a personal, non-exclusive, non-transferable (except as provided in Article 11), irrevocable, world-wide, royalty-free license under such patents, to make, have made, use, offer to sell, sell and import any and all products and services.

2.02 Buyer shall pay all recording fees related to the assignment of the Assigned Patents from Agere to Buyer pursuant to Section 2.01 above. Agere shall execute all documents required for the assignment of such patents to Buyer.

2.03 The "have made" rights granted hereunder shall not be exercised in a manner such that the exercise of the have made rights is a sham to sublicense the Assigned Patents to a third party and not for *bona fide* business purposes of Agere.

2.04 With respect to pending applications set forth in Exhibit A, Agere shall use reasonable efforts to ensure the cooperation of employee-inventors of Agere and its Subsidiaries with Buyer in the preparation, filing and prosecution of all such patent applications. All preparation, filing and prosecution of such patent applications shall be the responsibility of Buyer and at the expense of Buyer, and Buyer shall reimburse Agere for its reasonable out-of-pocket expenses incurred in complying with this Section.

2.05 Agere hereby irrevocably transfers and assigns to Buyer all rights to sue for damages for past infringement of the Assigned Patents.

ARTICLE 3 PATENT LICENSE

3.01 Agere grants to Buyer, under Agere Patents, personal, nonexclusive, non-transferable (except as provided in Article 11), irrevocable, worldwide, and fully paid-up licenses, for the entire unexpired term of the patents (or to the full extent Agere has the right to grant), to make, have made, use, offer to sell, sell and import, any and all products and services in the Licensed Field.

3.02 The "have made" rights granted hereunder shall not be exercised in a manner such that the exercise of the have made rights is a sham to sublicense Agere Patents to a third party and not for *bona fide* business purposes of Buyer.

3.03 Agere further grants to Buyer a sublicense to make, have made, use, offer to sell, sell and import, any and all products and services in the Licensed Field under those patent license rights granted to Agere by any third party pursuant to any patent license agreement between such third party and Agere existing as of the Closing Date which Agere may sublicense, but only to the extent that Agere has a right to grant such a sublicense and provided that Agere shall not be obligated to pay any consideration for such sublicense.

ARTICLE 4 TECHNOLOGY AND SOFTWARE LICENSE

4.01(a) Agere hereby grants to Buyer a personal, nonexclusive, non-transferable (except as provided in Article 11), irrevocable, worldwide, and fully paid-up license to use all Licensed Technical Information owned by Agere which is used within the VIS Business as of the Closing Date to make, use, have made, offer to sell, sell and import any products or services in the Licensed Field. Solely if Buyer uses Licensed Technical Information in accordance with the license granted in this Section 4.01, and that use of the Licensed Technical Information necessarily infringes any claim of a patent owned by Agere which issued from a patent application filed after the ninety day period specified in Section 1.01, Agere and its successors will not assert such claim against Buyer in connection with the licensed use of the Licensed Technical Information.

(b) The license granted to Buyer under Section 4.01(a) above, includes the right to grant non-exclusive sublicenses to third parties, of the same scope as the license granted to Buyer under such section, for all Licensed Technical Information which originated within the VIS Business and which is used by the VIS Business as of the Closing Date to make, use, have made, offer to sell, sell and import any of Buyer's products or services in the Licensed Field but only to the extent reasonably necessary to support Buyer's activities in the Licensed Field.

4.02 (a) Agere hereby grants to Buyer a personal, nonexclusive, non-transferable (except as provided in Article 11), irrevocable, worldwide, and fully paid-up license to use, copy, distribute and make Derivative Works based on the Licensed Software owned by Agere which is used within the VIS Business as of the Closing Date to make, use, have made, offer to sell, sell and import any products or services in the Licensed Field. Solely if Buyer uses the Licensed Software in accordance with the license granted in Section 4.01, and that use of the Licensed Software necessarily infringes any claim of a patent owned by Section 1.01, Agere and its successors will not assert such claim against Buyer or its Subsidiaries in connection with the licensed use of the Licensed Software.

(b) The license granted to Buyer under Section 4.02(a) above, includes the right to grant non-exclusive sublicenses to third parties, of the same scope as the license granted to Buyer under such section, for all Licensed Software which originated within the VIS Business and which is used by the VIS Business as of the Closing Date to make, use, have made, offer to sell, sell and import any of Buyer's products or services in the Licensed Field but only to the extent reasonably necessary to support Buyer's activities in the Licensed Field.

4.04 The licenses granted in Sections 4.01 and 4.02 above are subject to all prior agreements and prior commitments of Agere and/or its Subsidiaries to third parties entered into prior to the Closing Date.

4.05 Buyer shall in so far as practicable take commercially reasonable steps to ensure the confidentiality of the Licensed Technical Information and the Licensed Software licensed to Buyer pursuant to this Article 4.

ARTICLE 5 ASSIGNMENT OF TECHNICAL INFORMATION AND SOFTWARE

5.01 Agere hereby irrevocably transfers and assigns to Buyer the Assigned Technical Information, together with all copyrights thereon, subject to all prior written agreements (or replacement agreements thereof) of Agere, its predecessors (including AT&T Corp. and Lucent Technologies Inc. and its Subsidiaries) and its Subsidiaries and Affiliates to third parties entered into prior to the Closing Date. Such transfer does not include a transfer of, or license under, any patents; any such transfer of, or license under any such

patent being specifically set forth in Articles 2 or 3. Buyer grants to Agere and its Subsidiaries a non-exclusive, irrevocable, worldwide, royalty-free license to use, copy and distribute the Assigned Technical Information, and prepare, use, copy and distribute Derivative Works from the Assigned Technical Information, and any copyrights therein for the purpose of supporting, repairing or offering for sale products of the type currently produced or sold by Agere incorporating the functionality of the Assigned Technical Information.

5.02 Agere shall furnish to Buyer the Assigned Technical Information, including, but not limited to, that listed on Exhibit B, on the Closing Date. To the best of Agere's knowledge, all of the Assigned Technical Information is already in possession of employees who will be employed by Buyer, and Agere will use reasonable efforts to cause these employees to deliver to Buyer copies of all documents of whatever kind in whatever medium that embody the Assigned Technical Information. Agere agrees to take all steps reasonably requested by Buyer (in writing and for a period of one (1) year after the Closing Date) to deliver to Buyer any missing parts of the Assigned Technical Information to the extent such Assigned Technical Information exists within Agere. To the extent Assigned Technical Information is retained by employees not transferred, Agere agrees to take reasonable steps requested by Buyer (in writing and for a period of one (1) year after the Closing Date) to provide such Assigned Technical Information.

5.03 Agere hereby irrevocably transfers and assigns to Buyer all rights to sue for damages for past infringement or misappropriation of the Assigned Technical Information.

5.04 Agere irrevocably transfers and assigns, subject to Section 5.05, to Buyer all of its worldwide right, title and interest in the Assigned Software, including all rights in registered and unregistered copyrights and trade secrets therein. Such transfer does not include a transfer of, or license under, any patents; any such transfer of, or license under any such patent being specifically set forth in Articles 2 or 3. The transfer of the Assigned Software shall be subject to all prior written agreements (or replacement agreements thereof) between Agere, its predecessors (including AT&T Corp. and Lucent Technologies Inc. and its Subsidiaries) or its Subsidiaries and Affiliates, and one or more third parties that have an effective date prior to the Closing Date.

5.05 In consideration for the transfer and assignment of the Assigned Software by Agere to Buyer pursuant to Section 5.04, Buyer grants to Agere a personal, nonexclusive, non-transferable (except as provided in Article 11), irrevocable, worldwide, royalty-free license to use, copy and distribute the Assigned Software, and prepare, use, copy and distribute Derivative Works from the Assigned Software with respect to any products or services of the businesses in which Agere or any of its Subsidiaries is now or hereafter engaged.

5.06 To the best of Agere's knowledge, all of the Assigned Software is already in possession of employees who will be employed by Buyer, and Agere will use reasonable

efforts to cause these employees to deliver to Buyer all of the Assigned Software. Agere agrees to take all steps reasonably requested by Buyer (in writing and for a period of one (1) year after the Closing Date) to deliver to Buyer any missing parts of the Assigned Software.

ARTICLE 6 NO TRADEMARK LICENSE

6.01 Except as set forth in Section 5.8 of the Purchase Agreement, no rights are granted to Buyer under any trademark or trade name owned by Agere.

6.02 Buyer shall not use after the Closing Date in relation to the VIS Business (1) the word Agere as a trade name or as part of a corporate name, (2) the trademark Agere and/or the Agere logo, nor will Buyer use any derivations or combination marks containing the name Agere or the Agere logo, except as provided in Section 5.8 of the Purchase Agreement.

ARTICLE 7 GENERAL PROVISIONS

7.01 Consideration. The consideration for the transfers, assignments and grant of rights and licenses under this Agreement by Seller to Buyer is provided in the Purchase Agreement and no further payment of royalties will be due under this Agreement.

7.02 Agreement Prevails. This Agreement shall prevail in the event of any conflicting terms or legends, which may appear on documents, the Agere Software, the Documentation or the Assigned Technical Information hereunder.

7.03 Relationship Between Parties. Neither Party to this Agreement shall have the power to bind the other by any guarantee or representation that it may give, or to incur any debts or liabilities in the name of or on behalf of the other Party. The Parties acknowledge and agree that nothing contained in this Agreement shall be deemed or construed to constitute or create between the Parties hereto a partnership, association, joint venture or other agency.

7.04 Entire Agreement. This Agreement, the Purchase Agreement and Collateral Agreements set forth the entire agreement and understanding between the Parties as to the subject matter hereof and merge all prior discussions between them, and none of the Parties shall be bound by any conditions, definitions, warranties, modifications, understandings or representations with respect to such subject matter other than as expressly provided herein, or as duly set forth on or subsequent to the Effective Date hereof in writing and signed by a proper and duly authorized representative of the Party to be bound thereby.

7.05 Headings. Section and subsection headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this

Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

7.06 Further Actions. Each Party agrees to execute, acknowledge and deliver such further instruments, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

7.07 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York, irrespective of the choice of laws principles of the State of New York, as to all matters, including matters of validity, construction, effect, performance and remedies.

7.08 Force Majeure. Neither Party shall lose any rights hereunder or be liable to the other Party for damages or losses on account of failure of performance by the defaulting Party if the failure is occasioned by government action, war, fire, explosion, flood, strike, lockout, embargo, act of God, or other cause beyond the reasonable control of the defaulting Party, provided that the Party claiming force majeure has exerted commercially reasonable efforts to avoid or remedy such force majeure.

7.09 Waiver. Except as specifically provided for herein, the waiver from time to time by either of the Parties of any of their rights or their failure to exercise any remedy shall not operate or be construed as a continuing waiver of the same or of any other of such Party's rights or remedies provided in this Agreement.

7.10 Severability. The Parties hereto have endeavored to create restrictions which are reasonable as to duration, geography and scope of activity which do not violate any laws, rules or regulations. Nonetheless, the Parties agree that in the event a court or arbitrator renders a final order or award which shall determine that any provision is unenforceable, the Parties agree that the invalidity or unenforceability of any such provision shall not in any way affect the validity or enforceability of any other provision of this Agreement except those of which the invalidated or unenforceable provision comprises an integral part of or are otherwise clearly inseparable from such other provisions.

7.11 No Other Rights. Except as otherwise agreed in this Agreement, in the Purchase Agreement, or in a Collateral Agreement, Seller and Buyer shall have no right or interest whatsoever in any product of the other Party whether such product is conceived or developed by the other Party, during or after the course of performance of this Agreement, the Purchase Agreement or any Collateral Agreement. Nothing in this Agreement shall be construed to obligate Buyer or Seller to a specified level of effort in its promotion and marketing of any product.

7.12 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 8 NOTICES

8.01 All notices, requests and other communications hereunder shall be in writing and shall be deemed to have been duly given if addressed, and delivered by hand, telex or facsimile, and confirmed by registered mail, with postage pre-paid, to the addresses set forth below (or to such other addresses as may be given by written notice).

If to Agere, to: Contract Administrator
Intellectual Property Division
Agere Systems Inc.
9333 South John Young Parkway
Orlando, Florida 32819-8698

With a copy (which shall not constitute notice) to:

Agere Systems Inc.
Lehigh Valley Central Campus
1110 American Parkway NE
Allentown, PA 18109-9138
Attn: V.P. Intellectual Property Law

If to Buyer, to: Legerity, Inc.
4509 Freidrich Lane
M/S 310
Austin, TX 78744
United States of America
Attn: Louis Riley

With a copy (which shall not constitute notice) to:

Davis Polk & Wardwell
1600 El Camino Real
Menlo Park, CA 94025
United States of America
Attn: William M. Kelly, Esq.

ARTICLE 9 EXPORT CONTROL

9.01 (a) The Parties acknowledge that any information and software (including, but not limited to, services and training, if any) provided under this Agreement are subject to U.S. export laws and regulations and any use or transfer of such information

and software must be authorized under those regulations. The Parties hereby agree to comply with any applicable U.S. export laws and regulations in the performance of this Agreement.

(b) This assurance will be honored even after any termination of this Agreement or the Purchase Agreement.

ARTICLE 10 TERM AND TERMINATION

10.01 This Agreement shall be effective during the term commencing on the Effective Date hereof and shall continue unless terminated by mutual agreement between the Parties.

10.02 The rights and obligations of Buyer and Seller which, by their nature would continue beyond termination of this Agreement shall survive and continue after any termination of this Agreement.

ARTICLE 11 ASSIGNABILITY AND SUBLICENSING

11.01 The Parties hereto have entered into this Agreement in contemplation of personal performance, each by the other, and intend that, unless explicitly stated otherwise, the licenses and rights granted hereunder to a Party may be extended only to such Party's Subsidiaries for so long as they remain Subsidiaries.

11.02 Notwithstanding the foregoing, all of Seller's rights, title and interest in this Agreement and any licenses and rights granted to it hereunder may be assigned to any of its Subsidiaries or any direct or indirect successor to all or a portion of the business of Seller, which successor shall thereafter be deemed substituted for Seller as the Party hereto, effective upon such assignment. Notwithstanding any such assignment to a successor, any licenses assigned herein to the successor do not include any past or future licenses to make, use, sell, offer for sale, or import products which are sold or otherwise distributed, directly or indirectly, by such successor prior to any assignment.

11.03 Notwithstanding the foregoing, Buyer may assign all of its rights and obligations existing or arising under this Agreement to any successor to substantially all the assets of the VIS Business as the result of an acquisition, merger, consolidation, reorganization, or re-capitalization, which successor shall thereafter be deemed substituted for Buyer as a Party hereto, subject to within ninety (90) days of the assignment, Buyer shall notify Agere of the effective date of the assignment as well as the name and address of the assignee. Notwithstanding any such assignment to a successor, any licenses assigned herein to the successor do not include any past or future licenses to make, use, sell, offer for sale, or

import products which are sold or otherwise distributed, directly or indirectly, by such successor prior to any assignment.

11.04 The grant of each license hereunder also includes the right of a Party to sublicense (within the scope of its own licenses) any business which is divested by that Party or any of its Subsidiaries provided that the sublicense is granted within sixty (60) days of divestiture and the divested business is itself a legal entity at the time of divestiture or within sixty (60) days thereafter. Such sublicense may continue for so long as the divested business remains a legal entity and shall extend only to the licensed products sold or furnished by the divested business prior to the divestiture and only for the rights of the non-divesting Party licensed to the divesting Party in this Agreement as of the date of divestiture. Furthermore, any sublicense shall not extend to the products sold or services furnished by a third party which acquires the divested business, even if they are of the same kind or similar to those of the divested business and even if made, sold or provided by the divested business.

ARTICLE 12 WARRANTIES AND COVENANTS

12.01 All warranties and representations are exclusively set forth in the Purchase Agreement.

12.02 (a) EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, THE ASSIGNED OR LICENSED TECHNICAL INFORMATION, SOFTWARE OR OTHER INFORMATION ASSIGNED OR LICENSED UNDER THIS AGREEMENT IS ASSIGNED OR LICENSED "AS IS" WITH ALL FAULTS, LATENT AND PATENT AND WITHOUT ANY WARRANTY OF ANY TYPE. EACH OF THE PARTIES TO THIS AGREEMENT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED. BY WAY OF EXAMPLE, BUT NOT OF LIMITATION, EACH OF THE PARTIES TO THIS AGREEMENT MAKES NO REPRESENTATIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THAT THE USE OF THE ASSIGNED OR LICENSED TECHNICAL INFORMATION, SOFTWARE OR OTHER INFORMATION WILL NOT INFRINGE ANY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT OF ANY THIRD PARTY.

(b) EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, EACH OF THE PARTIES TO THIS AGREEMENT SHALL NOT BE HELD TO ANY LIABILITY WITH RESPECT TO ANY PATENT INFRINGEMENT OR ANY OTHER CLAIM MADE BY THE OTHER PARTY OR ANY THIRD PARTY ON ACCOUNT OF, OR ARISING FROM THE USE OF, THE ASSIGNED OR LICENSED TECHNICAL INFORMATION, SOFTWARE OR OTHER INFORMATION ASSIGNED OR LICENSED HEREUNDER.

12.03 (a) Buyer agrees:

(i) that it will not, without Seller's express written permission or as provided herein or in the Purchase Agreement, or as otherwise agreed to in writing, (x) use in advertising, publicity, or otherwise any trade name, trademark, trade device, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned or used by Seller or any of its Subsidiaries, or (y) represent, directly or indirectly, that any product or service produced in whole or in part with the use of any of the Agere Software, the Assigned or Licensed Technical Information or Agere Patents is a product or service of Seller or any of its Subsidiaries;

(ii) that except as otherwise expressly provided for in this Agreement, it will hold in confidence for Seller all parts of the Licensed Software, the Licensed Technical Information, and other private or confidential information of Seller that Buyer's personnel may unavoidably receive or have access to during the performance of this Agreement. Buyer further agrees that all such information shall remain the property of Seller and that Buyer shall not make any disclosure of such information to anyone, except to employees of Buyer to whom such disclosure is necessary to the use for which rights are granted hereunder. Buyer shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them; and

(iii) the restrictions under this Section 12.03 on the use or disclosure of such information shall not apply to such information:

(A) which is independently developed by Buyer or is lawfully received free of restriction from another source having the right to so furnish such information; or

(B) after it has become generally available to the public by acts not attributable to Buyer or its employees, agents or contractors; or

(C) which at the time of disclosure to Buyer was known to Buyer free of restriction and evidenced by documentation in Buyer's possession; or

(D) which Seller agrees in writing is free of such restrictions; or

(E) which is requested pursuant to a judicial or governmental request, requirement or order under law, provided that Buyer provides Seller with sufficient prior notice in order to contest such request, requirement or order or seek protective measures.

(b) Agere agrees:

(i) that it will not, without Buyer's express written permission or as provided herein or in the Purchase Agreement, or as otherwise agreed to in writing, (x) use in advertising, publicity, or otherwise any trade name, trademark, trade device, service mark, symbol or any other identification or any abbreviation, contraction or simulation thereof owned or used by Buyer or any of its Subsidiaries, or (y) represent, directly or indirectly, that any product or service produced in whole or in part with the use of any of the Assigned Technical Information, the Assigned Software or the Assigned Patents is a product or service of Buyer or any of its Subsidiaries;

(ii) that except as otherwise expressly provided for in this Agreement, it will hold in confidence for Buyer all parts of any private or confidential information of Buyer (including the Assigned Technical Information, the Assigned Software and any unpublished applications included in the Assigned Patents) that Agere's personnel may unavoidably receive or have access to during the performance of this Agreement. Agere further agrees that all such information shall remain the property of Buyer and that Agere shall not make any disclosure of such information to anyone, except to employees of Agere to whom such disclosure is necessary to the use for which rights are granted hereunder. Agere shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them; and

(iii) the restrictions under this Section 12.03 on the use or disclosure of such information shall not apply to such information:

(A) which is independently developed by Agere or is lawfully received free of restriction from another source having the right to so furnish such information; or

(B) after it has become generally available to the public by acts not attributable to Agere or its employees, agents or contractors; or

(C) which at the time of disclosure to Agere was known to Agere free of restriction and evidenced by documentation in Agere's possession; or

(D) which Buyer agrees in writing is free of such restrictions; or

(E) which is requested pursuant to a judicial or governmental request, requirement or order under law, provided that Agere provides Buyer with sufficient prior notice in order to contest such request, requirement or order or seek protective measures.

12.04 In the event of any conflict between the representations and warranties in this Agreement and the representations and warranties in the Purchase Agreement, the representations and warranties in the Purchase Agreement shall prevail.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

AGERE SYSTEMS INC.

By: Gerard deBlasi
Name: Gerard A. deBlasi
Title: Vice President - Intellectual Property

Date: September 30, 2002

LEGERITY, INC.

By: _____
Name: _____
Title: _____

Date: September __, 2002

THIS AGREEMENT DOES NOT BIND OR OBLIGATE ANY PARTY
IN ANY MANNER UNLESS DULY EXECUTED BY AUTHORIZED
REPRESENTATIVES OF ALL PARTIES.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

AGERE SYSTEMS INC.

By: _____

Name: Gerard A. deBlasi

Title: Vice President - Intellectual Property

Date: September __, 2002

LEGERITY, INC.

By: 

Name: William Ron Van Dell

Title: Chief Executive Officer

Date: September 20, 2002

**THIS AGREEMENT DOES NOT BIND OR OBLIGATE ANY PARTY
IN ANY MANNER UNLESS DULY EXECUTED BY AUTHORIZED
REPRESENTATIVES OF ALL PARTIES.**

Exhibit A

Submissions, Applications, and Patents to be Assigned

Case Name	File Date	Issued Date	Patent No.	Serial No.	Title
123973					A Modified Class G Amplifier
124125					Capacitor Compensation Circuit for POTS and ADSL Interface Circuit
124282					Ringing Through Solid State Relay By Using SLIC for Ring Return
Chen 5-1-3-18	03/30/00			09/538688	Subscriber Line Driver For Combined High-Speed Data And Voiceband Channels
Chen 7-3-10-5-21	04/28/00			09/561275	Electronic Device Integrated Circuit Chip Set For Terminating A Digital Subscriber Line Loop And Method Of Operating The Same
Chen 8-11-13-22	11/19/01			10/001274	Operational Amplifier with Slew Rate Enhanced Regenerative Bias Current For Output Stage
Chen 9-12-23	12/13/01			10/020379	Capacitor Cancellation Method and Apparatus
Chen 10-13-24	12/13/01			10/017883	Capacitor Compensation Circuit For POTS And ADSL Interface Circuit
Tappert 2	06/05/00			09/587435	Programmable Data Unpacker
Carbrey 65		03/17/87	4651134		Switched Capacitor Coupled Line Receiver Circuit
Chabinec 1-2		05/20/97	5631797		Ovvoltage Protector
Chabinec 2-9-8-17	12/10/97			08/988250	AC Line Card With Switched Capacitor

Case Name	File Date	Issued Date	Patent No.	Serial No.	Title
					Analog Filter In Codec
Chen 2-6-12		03/09/99	5881129		Self-Monitoring Line Interface Circuit
Chen 3-7-13		12/29/98	5854839		Dual Voltage, Self Monitoring Line Circuit
Condon 18-39		08/22/95	5444777		Battery Feed for Telephone Line Cards
Cubbison 9		03/24/87	4652701		Ringing Application Circuit
Houck 1-9		07/03/90	4939775		Telephone Ringing Detector
Morgan 1-1		08/11/92	5138177		Solid-State Relay
Schorr 3		06/18/96	5528688		Telephone Battery Feed Circuit Including Noise Reduction Circuit
Spires 5		06/12/84	4454479		Operational Amplifier With Improved Output Capability
Spires 20-3		01/02/01	6169425		Voltage Sensing Current Foldback Switch Circuit
Tappert 1-4		10/07/97	5675640		Telephone Ringing Signal Detector
Umberger 4		12/25/01	6333664		Low Operating Power, High Voltage Ringing Switch Circuit
Ziemer 2		06/22/93	5221847		Break-Before-Make Control for Form C Solid-State Relays